

EXHIBIT A

From: maggie soboleski <msoboles@yahoo.com>
Sent: Thursday, October 26, 2023 4:54 PM
To: Emmanuel Argentieri <eargentieri@rgalegal.com>
Cc: Shelley Virgilio <svirgilio@rgalegal.com>
Subject: Re: Loan. ² Lanni-Proposed settlement- This communication is confidential and for settlement purposes only and is prohibited from being used in any court proceeding for litigation purposes

I'm rem is fine and trustee money is fine.

Sent from Yahoo Mail for iPhone

On Thursday, October 26, 2023, 3:56 PM, Emmanuel Argentieri <eargentieri@rgalegal.com> wrote:

Notwithstanding the items you struck my client is also seeking In Rem relief as to future filings by Lanni /Connor and any other individual claiming an interest in the property as the have been known to execute deeds in the context of the FC case(s) ; and the Trustee money as well

Emmanuel J. Argentieri, Esq.

Romano Garubo & Argentieri

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From: maggie soboleski <msoboles@yahoo.com>

Sent: Thursday, October 26, 2023 3:45 PM

To: Emmanuel Argentieri <eargentieri@rgalegal.com>

Cc: Shelley Virgilio <svirgilio@rgalegal.com>

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Ok. I'm telling judge Coleman we agree to stay relief. I don't know what needs to forward.

Sent from Yahoo Mail for iPhone

On Thursday, October 26, 2023, 3:44 PM, Emmanuel Argentieri <eargentieri@rgalegal.com> wrote:

Well, that is his call and yours. As I told you we are proceeding unless we settle this and unless he agrees to the terms I sent over. I saw what you struck and it really doesn't protect my client from Lanni's continued antics in State court.

Emmanuel J. Argentieri, Esq.

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From: maggie soboleski <msoboles@yahoo.com>

Sent: Thursday, October 26, 2023 3:40 PM

To: Emmanuel Argentieri <eargentieri@rgalegal.com>

Subject: Re: Loan: ini-Proposed settlement- This communication is confidential and for settlement purposes only and is prohibited from being used in any court proceeding for litigation purposes

I already told him not to come. He is not coming. We are not opposing relief from the stay based on lack of adequate assurance.

Maggie Soboleski, Esquire
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* * *

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On Thursday, October 26, 2023 at 03:31:19 PM EDT, Emmanuel Argentieri
<eargentieri@rgalegal.com> wrote:

BTW. As discussed earlier Lanni and you will still need to appear in court as I want this all placed on the record. Thanks!!

Emmanuel J. Argentieri, Esq.

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From: Emmanuel Argentieri

Sent: Thursday, October 26, 2023 3:15 PM

To: 'maggie soboleski' <msoboles@yahoo.com>

Cc: Shelley Virgilio <svirgilio@rgalegal.com>

Subject: RE: Loan# anni-Proposed settlement- This communication is confidential and for settlement purposes only and is prohibited from being used in any court proceeding for litigation purposes

Importance: High

Maggie- Below are the settlement terms. Please advise if we have a deal and I will place into a consent order and send it over for you, Lanni and Connor to sign. Thanks

Hello Maggie:

Below are the settlement terms my client will accept. Initially I need for you to substitute into the FC case as atty of record for Lanni/Connor so we can paper up that matter as well as the BK case.

1. Lanni and the co borrower Connor will agree to give us stay relief and prospective in rem relief as to any future filings by them or any other individual or entity claiming an interest of any kind whatsoever in the property. You along with Lanni & Connor will sign the stipulation/consent order.
2. Lanni and Connor will agree to execute a consent jdm in the foreclosure case along with you for the outstanding amount due on the mtg as of a date certain. That judgment will also incorporate the terms of this Consent Order. You will substitute into the FC case to enter the Consent judgment.

3. Lanni/Connor will not object to any future petition to reassess damages in the FC case if needed.

4. Lanni/Connor will waive a petition to stay a sale. If they need an additional 30 days to enter into arrangements for alternative housing, provided credible proof of same is presented, Plaintiff will agree to same. This would be a one-time 30-day extension. Likewise, in the event an ejectment action is needed, Lanni/Connor waive their right to contest same.

5. Lanni/Connor will tender without prejudice to my client U & O payment while the FC proceeds through normal course in the amount \$5,000. Payment shall start in November with the first payment due on 11/15/23. Thereafter the payments are due on the first of each month commencing December through April 2024. In the event they default with the U & O payments my client may immediately collect the rents generated by the property.

6. Lanni/Connor shall vacate the property on or before April 1, 2024. During this period they may continue to collect the rents based on the conditions set forth herein. My client may still schedule a sale in normal course and go to sale but they can remain as stated. My client shall start collecting rent effective May 1, 2024 and may provide the Tenants notice of same 60 days prior. My client's agent may personally serve notice of this on the tenants. Lanni/ Connor shall cooperate with my client in serving notice on the tenants. My client or its agent shall also be entitled to the most current leases in effect and the rent rolls for the property. These will be provided immediately and updated as requested by Plaintiff. Should a tenant vacate the property during the term in question, Lanni/Connor will only enter into a monthly lease with any new tenant for the unit vacated for fair market rent determined by Plaintiff. If a longer term is required, Lanni/Connor will advise Plaintiff or its agent and Plaintiff shall set the rent for the unit at issue in accordance with the fair market rent for a similar dwelling.

7. My client will waive a right to pursue a deficiency against Lanni/Connor provided they fully perform under this settlement agreement/consent order and the order to be entered in the pending FC case.

8. Lanni/Connor consent that we have a perfected interest in the rents subject to their collection of same until April 1, 2024 after which the rents may be collected by my client or its agent consistent with paragraphs five and six.

9. My client can have interior inspections upon 72 hours notice to Lanni/Connor and their attorney.

10. Lanni/Connor shall not remove fixtures of the property or damage same in any way otherwise my client can bring a claim for such damages.

11. Upon the entry of this order on the court docket this bankruptcy petition shall be dismissed. Notwithstanding dismissal, the court will retain jurisdiction to enforce the terms of this order.

12. Service of the writ and notice of sale in the fc case may be effected on Lanni and Connor by mailing same to them at the property by regular and certified mail and you as counsel by regular mail. Lanni & Connor waive personal service of the sale.

13. The Trustee shall turnover the funds he is holding less his commissions to my client c/o my office immediately.

14. Lanni/Connor hereby unconditionally release and waive with prejudice any and all claims known and/or unknown against Plaintiff and its servicing agent, its affiliates and or attorneys that they may have had from the beginning of time up to the execution of this Stipulation.

Please let me know if you have any questions. If acceptable let me know so we can paper this up and finalize the matter. Thanks!

Manny

Emmanuel J. Argentieri, Esq.

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